

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

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In Re:) Case No. 19-30088
) Chapter 11
 PG&E CORPORATION AND PACIFIC)
 GAS AND ELECTRIC COMPANY, ET) San Francisco, California
 AL.) Tuesday, June 15, 2021
) 10:00 AM
 Debtors.)
 _____) REORGANIZED DEBTORS' FORTY-
 SECOND OMNIBUS OBJECTION TO
 CLAIMS (NO LIABILITY /
 PASSTHROUGH CLAIMS) FILED BY
 PG&E CORPORATION [9460]

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE DENNIS MONTALI
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES (All present by video or telephone):

For the Reorganized OMID H. NASAB, ESQ.
 Debtors: Cravath, Swaine & Moore LLP
 825 Eighth Avenue
 New York, NY 10019
 (212) 474-1000

Also Present: Larry Engel
 Claimant
 Mark Klein
 Claimant

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Court Recorder:

LORENA PARADA/ANKEY THOMAS
United States Bankruptcy
Court
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San Francisco, CA 94102

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PG&E Corporation, et al.

SAN FRANCISCO, CALIFORNIA, TUESDAY, JUNE 15, 2021, 10:00 AM

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(Call to order of the Court.)

THE CLERK: Calling the matter of PG&E Corporation.
I'll bring in Mr. Engel now.

And counsel for PG&E that will be appearing --

THE COURT: I believe that's Mr. Nasab. He has his
hand raised.

THE CLERK: Oh. Oh, there he is. Joining now.

THE COURT: And how about Mr. Klein? Has he checked
in?

THE CLERK: Mr. Mark Klein? Yes.

THE COURT: Well, Mr. Klein, you should raise your
hand. I think we're expecting to bring you in unless you don't
intend to be brought in.

THE CLERK: Yes, I'll bring him in now.

THE COURT: All right. Mr. Engel, why don't you turn
on your camera so I can say good morning to you and your mic?
And same, Mr. Nasab, and -- can you hear me all right?

MR. NASAB: Yes, Your Honor. Good morning.

THE COURT: Okay. Well, Mr. Engel has his hand
raised, but he also doesn't have his camera or his mic on, Ms.
Parada.

THE CLERK: Yes. I just asked Mr. Engel to unmute.
His microphone has been unmuted.

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1 THE COURT: Mr. Engel, can you hear me?

2 MR. ENGEL: I can hear you, Your Honor.

3 THE COURT: All right. And do you have your hand
4 raised?

5 MR. ENGEL: I do.

6 THE COURT: Okay. Well, I -- okay. Are we going to
7 get to see you this morning or not?

8 MR. ENGEL: I'm trying, Your Honor. My computer
9 should be working.

10 THE COURT: Well, tell me why you have your hand
11 raised. And we'll see what -- unless that's the only problem.

12 Well, Mr. Nasab, have you heard from Mr. Klein? We
13 don't see him on the screen.

14 MR. NASAB: We've conferred prior to today's hearing,
15 but I have not heard from him today.

16 THE COURT: Okay. Mr. Engel, again, I can't see you.
17 But can you hear me still?

18 MR. ENGEL: I can hear you, Your Honor. Can you hear
19 me?

20 THE COURT: Yeah, fine. So I guess we should begin.
21 But, I mean, do you have your hand raised for some other
22 reason?

23 MR. ENGEL: Just to make sure that I'm able to -- oh,
24 there we go.

25 THE COURT: There you go. There you go. Okay. Now,

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1 just take -- now, lower your hand just because it's a
2 distraction when we try to keep track of the who wants in.

3 MR. ENGEL: There we go.

4 THE COURT: Got it, okay.

5 Now, Mr. Klein is in the conference room. Can you
6 hear me, Mr. Klein?

7 MR. KLEIN: I can, Your Honor. Thank you.

8 THE COURT: Okay. And are you going to stay with your
9 camera off, or do you want to have it on?

10 MR. KLEIN: I thought it's on. And I'm not really
11 good at this -- this --

12 THE COURT: Well, you should have a little -- a little
13 X across the video logo on the bottom left-hand.

14 MR. KLEIN: Oh, I do. I didn't see that.

15 THE COURT: There you go.

16 MR. KLEIN: Here I am.

17 THE COURT: All right. So let me just get three
18 counsels' appearances. And then I'll have a question or two
19 preliminarily for Mr. Nasab.

20 So, Mr. Nasab, why don't you state your appearance?
21 And then the other two gentlemen after that.

22 MR. NASAB: Omid Nasab from Cravath, Swaine & Moore
23 on behalf of the reorganized debtors.

24 MR. ENGEL: Larry Engel for himself and via Engel Law,
25 P.C.

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1 MR. KLEIN: Mark Klein, pro se, Your Honor.

2 THE COURT: Okay. So, Mr. Nasab, there seems to be a
3 difference of opinion on a couple of things here. I'll come to
4 the question of the extra brief that you have requested. But
5 what do you expect me to do on this morning's hearing, given
6 the fact that Mr. Engel has approached it one way and Mr. Klein
7 has approached it differently? So what do you recommend that I
8 do for this session?

9 MR. NASAB: Your Honor, I think it would be good to
10 chart a path forward for how we resolve these claims. And the
11 parties have conferred with each other in advance of today's
12 hearing. I think we're all in general agreement though --
13 obviously, Mr. Klein or Mr. Engel will correct me if I state
14 this incorrectly.

15 But in terms of the claims here, I think there's
16 obviously a number of disagreements between the parties.
17 There's some pretty broad and sweeping allegations of
18 negligence, for example, that lead to some very significant
19 factual disagreements that we have with one another. There are
20 also significant legal disputes, including some threshold legal
21 disputes, that we think -- obviously, our position -- I know
22 the other parties will disagree, we believe will prove
23 dispositive.

24 And in talking to the parties, I think we have a
25 general consensus that what may make sense, if the Court

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1 agrees, is that we sent an argument date for those threshold
2 legal issues and argue those before Your Honor and get a ruling
3 on those threshold legal issues. There's a couple of them.
4 But obviously, the most prominent from our perspective is
5 preemption. And the arguments there, including the fact that
6 we think the Court here and Judge Gilliam in the District Court
7 has already basically in essence addressed the substance of the
8 claims here.

9 But if we get past those threshold legal issues --
10 which, obviously, we hope we do not. But if we do get past
11 those threshold legal issues, then I think we'll have to get to
12 tackling how we are going to resolve the very significant and
13 wide-ranging factual disputes between the parties.

14 THE COURT: Okay. Mr. Klein, in your point of view,
15 your response was considered. I mean, I've considered it. And
16 it's discrete. And I think your point even was made in the
17 last filing is why do we even need a status conference. But
18 now I presume you've seen what Mr. Engel has filed. And I
19 don't know whether you want to do a "me too" or you just want
20 to stand on your position.

21 But what's your response both to the request by the
22 debtor to -- for the brief -- supplemental brief and whether
23 you want that and then what do you think is the best way to
24 proceed?

25 MR. KLEIN: Your Honor, I objected to the supplemental

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1 brief because I considered this hearing as the one that you can
2 address all of the legal issues. There have been no factual
3 issues disputing any of the facts that I've stated in
4 declarations. They have simply cited the legal positions that
5 they have. And I think we can address those today.

6 So if the Court disagrees, I'll be happy to address
7 them on the 30th. But at some point, we have to stop biting
8 into the apple, so to speak, and simply resolve it.

9 THE COURT: If you're going to stick with the apple
10 metaphor, you have to reject Mr. Engel's orange metaphor. But
11 leaving aside Mr. Engel for the moment -- we don't really want
12 to leave him aside -- but, Mr. Klein, it sounds to me like
13 you're prepared, whether it be this morning or some date in the
14 future, is to submit the matter on the briefs with oral
15 argument.

16 MR. KLEIN: I do, Your Honor. I am.

17 THE COURT: Okay. And do you -- you do not agree that
18 the debtor should be given an opportunity to file this brief
19 reply?

20 MR. KLEIN: Your Honor, it wasn't part of our
21 agreement when we originally agreed to briefing. Plus I even
22 consulted the local rules. And it doesn't -- this is treated
23 as the hearing. It doesn't --

24 THE COURT: Yeah.

25 MR. KLEIN: -- contemplate a brief one day, one

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1 business day before the hearing. So I object to it. Yet even
2 in objecting to it, I don't anything that they've cited in
3 their proposed brief -- I'm not really sure what to call it
4 until it's approved or disapproved -- maybe putative brief -- I
5 think I can address those issues too. I don't think they're
6 applicable.

7 THE COURT: Okay. Well, I understand your point. And
8 I'll put that -- until I hear from Mr. Engel. I think from a
9 scheduling case management point of view, whether it was the
10 right thing to do or the wrong thing to do, this was teed up as
11 a status conference. And I suspect that, if Mr. Engel hadn't
12 filed the papers that he filed and it were only you, Mr. Klein,
13 perhaps I would say, fine, let's -- some oral argument and the
14 matter is submitted. And I'm not asking you to agree or
15 disagree with Mr. Engel. I just -- you both start with a
16 similar starting point in terms of your claim. But then after
17 that, the arguments get quite different.

18 Mr. Engel, what surprised me about the request for the
19 replies was I was surprised that it came so late because your
20 filings were just so overwhelmingly complex. I mean, I have
21 never as long as I've known you and as long as I've been on
22 this court found such extensive briefing. I mean, a
23 forty-seven page declaration of the claimant which repeats much
24 of the argument, which repeats much of the other things in
25 other courts, it's just more than I can handle. It's almost

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1 impossible to have gotten through all of that in time. I mean,
2 I could have set aside a day or two a month ago, but in order
3 to prepare for this hearing, I just -- it didn't stop.

4 And so again, I'm not asking you to defend yourself.
5 I understand what you're doing. I'm just saying that I'm still
6 unclear as to what you think should happen because you repeated
7 more than once that this is about post-petition conduct and you
8 think there should be an adversary proceeding and you believe
9 that there's an ongoing claim that you have. And I'm also
10 wondering, well, why don't I just sever this out and tell you
11 to go file a brand-new lawsuit somewhere and litigate it?

12 In other words, what I'm frustrated by here -- maybe
13 frustrated is the wrong word. I'm puzzled by how did this go
14 from a claims objection, which is what it was and you take
15 issue with the fact that they're acting like it's an adversary
16 proceeding -- this is a claim objection which is a standard
17 form traditional contested matter. And you're the one that's
18 complaining about it should be an adversary proceeding and
19 there's on going harms that you're suffering.

20 Again, I don't want to belittle the arms that you
21 assert, but I don't know what I'm supposed to do about it. In
22 other words, if I -- is there any closure in your mind, even if
23 I were to rule in your favor today, if you think it's an
24 ongoing harm that you're suffering and you should be
25 vindicated, your rights should be vindicated? So tell me what

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1 you think I should do procedurally and then beyond that what
2 you want to add for me to understand.

3 MR. ENGEL: Your Honor, thank you. And I'm sorry for
4 burdening you too much. The basic problem you're seeing me
5 wrestle with is this -- forgive the metaphor, apple versus
6 orange situation. PG&E basically says this is just Gantner,
7 it's negligence only, and we're not going to let you about
8 inverse condemnation, nuisance, unjust enrichment, or anything
9 else that you've plead, right?

10 THE COURT: Right. Right.

11 MR. ENGEL: So basically, they're rewriting my --
12 every time they object, they rewrite and say basically --

13 THE COURT: Well, I know.

14 MR. ENGEL: -- that (indiscernible).

15 THE COURT: I know. I know you've said --

16 MR. ENGEL: And so every time --

17 THE COURT: I know you say that. But --

18 MR. ENGEL: -- they do that, I try and go back and
19 say, Your Honor, here is what I'm pleading. And I --

20 THE COURT: But answer -- listen, answer my question.
21 If I overrule their objection to day and said your claim is
22 allowed for twenty-five thousand dollars, that's not what you
23 want. You want more than --

24 MR. ENGEL: No. If we settled for twenty-five, we
25 could settle for twenty-five. The problem is, if they're going

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1 to make me spend two years going up to the Court of Appeals on
2 this issue, which seems to be what they want to do, then I'm
3 going to me making the argument about the value of my home on
4 the inverse case and the inverse damages, the mitigation, et
5 cetera, right? So it's a question of how much they want to put
6 me to work here.

7 THE COURT: Well, but I thought -- well, but they've
8 got a tiger by the tail because you're not bashful about
9 working. And I -- again, I don't want you to take my comments
10 at a criticism, but you present a challenge for the judge too.

11 MR. ENGEL: I understand. And if I may just address
12 that.

13 THE COURT: No. But why don't I just send you off to
14 mediate this thing, at least to try?

15 MR. ENGEL: I'd love that, Your Honor, but they don't
16 want to.

17 THE COURT: Okay.

18 MR. NASAB: Your Honor, if I could address that last
19 point. The issue here -- the claims are not -- the claim --
20 Mr. Engel's claim is for twenty-five thousand or maybe it's for
21 something else, but it's ostensible for twenty-five thousand.
22 The issue from PG&E's perspective is that the policy, right,
23 that's saying that they -- that somebody like in Mr. Engel's
24 shoes has a right to have a generator installed at PG&E's
25 expense is a very significant principle. And that is one that,

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1 from PG&E's perspective, has very serious policy implications
2 for what it views as a critical safety program which is PSPS
3 which is a program by the way --

4 THE COURT: But Mr. -- but --

5 MR. NASAB: -- that every utility in the state
6 conducts.

7 THE COURT: But what's different about Mr. Klein? Mr.
8 Klein is about 7,000 dollars lower. It's the same claim I
9 think. And --

10 MR. NASAB: Absolutely.

11 THE COURT: And he doesn't develop the arguments that
12 Mr. Engel does, but I'm not asking Mr. Klein to answer the
13 following question. But my rhetorical question is, Mr. Klein,
14 wouldn't you settle this case if somebody paid you (audio
15 interference) thousand dollars?

16 I mean, Mr. Nasab, I understand your point about
17 policy which is why you go have mediation and have solutions.
18 And nobody admits to anything, and you move on. We have a
19 robust mediation program in place for this case. And if you're
20 telling me PG&E can't settle with the squeaky wheel, well, then
21 I guess you run the risk of having a squeaky wheel. But if you
22 can settle the case, guess what? A drop of oil on the wheel
23 and Mr. Engel rolls into the night quietly with a check.

24 So why isn't it worth at least exploring? If you know
25 the company simply will not settle, then okay. That's your

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1 position. But I haven't heard you say that.

2 MR. NASAB: Your Honor, I can -- I can obviously take
3 it back to my client. The instructions we've -- all cross PSPS
4 matters, right, the company has not settled these type of
5 claims because the belief is that the principle is --

6 THE COURT: Okay.

7 MR. NASAB: -- from the company's perspective a
8 dangerous one because --

9 THE COURT: That means you won't --

10 MR. NASAB: -- if we have to buy --

11 THE COURT: But that means --

12 MR. NASAB: If we have to --

13 THE COURT: -- you won't settle -- you won't settle
14 with Mr. Klein either then.

15 MR. NASAB: I don't think there's a distinction
16 between the two. Yes, Your Honor. From our perspective, both
17 of these claims raise the principle that we're talking about
18 here.

19 THE COURT: Okay. Well, let me -- again, Mr. Klein
20 can make his own decision if he wants to have an agreement on a
21 time for briefing and argument. And then I'll make a decision.
22 And if I rule in his favor, then he's the winner. And if I
23 rule against him, well, obviously, PG&E will get what it wants.

24 And with Mr. Engel, it may be different because he has
25 indeed focused an argument that takes far -- is far broader

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1 across suing the parent post-petition, ongoing (audio
2 interference). And again, I'm not here to decide whether he is
3 right or wrong. If you're telling me, Mr. Nasab, the company
4 is willing to gamble for that, then okay, fine.

5 But, Mr. Nasab, that may not be the right thing -- you
6 know, be careful what you wish for, they say. I think Mr.
7 Klein actually made a very specific point that, in his point of
8 view -- and I think he made it (audio interference) is that
9 he's the only -- leaving aside Mr. Engel, he's the only proof
10 of claim that was done pre-petition. Well, you take the view
11 that (audio interference) occurred before the tariff went into
12 effect, or maybe I've got that a little bit incorrect. But you
13 believe that you could win on the merits there too. But that's
14 what mediation and settlement is all about.

15 I won't (audio interference) to death. Look, I'm not
16 going to -- I'll tell you what I'm not going to do. I'm not
17 going to make a ruling today on either claimant, and certainly
18 in Mr. Engel's case because it's much more complex or at least
19 framed and argued in such a way.

20 Mr. Klein's case, Mr. Klein has said I don't need
21 anything more, I'd like to submit it on argument, and I don't
22 want the Court to consider PG&E's reply. And I -- and in a
23 sense, I'd just say if I could -- if Mr. Engel were not here,
24 I'd say let's have argument up and down on Mr. Klein's claim,
25 and I'll make a ruling. And if -- this is what I get paid the

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1 big bucks for, to make rulings. The problem is I can't. I
2 feel strongly that I have to let PG&E respond to the Engel
3 arguments that Mr. Engel, in turn, would like to respond
4 further on his side. I don't think Mr. Klein wants that.

5 I can't -- I mean, I can say I'll take the argument
6 with Mr. Klein and we'll have a specific hearing date, but I'll
7 the Mr. Engel matter go forward. I don't know that that's
8 constructive if there's at least chance for the company to
9 revisit the question on whether he wants to try to negotiate
10 with either or both of these gentlemen.

11 Mr. Engel, if I were to overrule your objection on the
12 reply brief, since your opposition itself had a title that was
13 nine lines long, give me a clue as to what a proportionate
14 response if I give you an opportunity to respond to their reply
15 but in a proportionate manner.

16 MR. ENGEL: Let me answer your question this way, Your
17 Honor. What I want to do, and the only thing I want to do and
18 I -- and a response to this ex parte reply, is to rebut the
19 false claim that I haven't alleged anything more than Gantner.
20 And so --

21 THE COURT: Mr. Engel, you have --

22 MR. ENGEL: I'm almost done.

23 THE COURT: Okay.

24 MR. ENGEL: If I were to defend this, I would have to
25 make an offer of proof that everything they said about my

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1 claim, their interpretation of it, is wrong. And I have to
2 point to various places in the declaration that you noted, the
3 earlier declaration, and other -- the reply, et cetera, where I
4 specifically said things that they claim I haven't said.

5 So the question is, how do I make an offer of proof
6 that doesn't take up my whole time in oral argument just trying
7 to get us back to debating the apple? If we debate the apple,
8 I win in my view on the law based on the cases that I've cited
9 in my reply. And so if they're making a motion to dismiss on
10 the law, fine. I can beat that. The question is -- and
11 they're going to argue it's just about Gantner. And I'm going
12 to say it's about all these other things. Now where we go --

13 THE COURT: But if we --

14 MR. ENGEL: We're arguing --

15 THE COURT: Mr. --

16 MR. ENGEL: -- apples and oranges, right?

17 THE COURT: Mr. Engel, you've said it repeatedly.

18 MR. ENGEL: Yes.

19 THE COURT: And that's where I'm having trouble with
20 what you have filed. And you once again make reference to a
21 motion to dismiss. There is no motion to dismiss pending.
22 This is the claims objection and a first hearing on the (audio
23 interference) objection. So if I told you that we're going
24 to -- you were going to start over, what are you thinking? I
25 mean, do we have to have an adversary proceeding? Are you

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1 going to assert post-petition damages that are going to be --

2 MR. ENGEL: Yes --

3 THE COURT: -- (indiscernible)?

4 MR. ENGEL: -- Your Honor. If we can't settle this,
5 that's exactly what I'm doing. That's why I did what I did.
6 Because they're telling me and they're telling the Public
7 Utilities Commission and everybody else, if you read their
8 filings, that this is going to go on for a decade, right?

9 THE COURT: Well, that's what they say. That's what
10 they say. I read the newspaper. You read the newspaper. They
11 have a new CEO who's making public statements about the
12 company. We all in Northern California know what we're
13 hearing. You take issue with their motives. And you're
14 blaming it on the desire to gain more profit. But the fact is,
15 you, in your fire area, and I, in my less fire area, we both
16 are subject to PSPS and the inconveniences that follow and so
17 on. And I understand Mr. Nasab's point about there's some big
18 (audio interference). And if you want to fight that policy,
19 you have a right to. The question is what I'm supposed to do
20 about it on this claims objection.

21 So my point is, why do I need another brief from you
22 to have you say what you've said twice? And I'm not ignoring
23 what you're saying. And I fully expect to be fully prepared if
24 we have oral argument, but not if it's going where every time I
25 turn around there's another fifty-page brief. Look, you're

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1 prolific in citing stuff that I can't keep up with you. I
2 can't keep up with everything Judge Alsup says that you say he
3 says and everything that the BOC does and the latest bulletin
4 and the latest this and the latest that. I simply can't do it
5 (audio interference) person on a claims objection. So --

6 MR. ENGEL: Well --

7 THE COURT: So I guess what I'm saying is, I don't
8 think if you file a further brief, you need to reinvent the
9 wheel again. You could have a proportional response to
10 anything that PG&E has raised anew in its proposed reply brief.
11 That's the traditional way you deal with this sort of process.
12 Right?

13 MR. ENGEL: Yes, Your Honor, although what they're
14 really trying to do is add in the ESRB-8 citation.

15 THE COURT: I know. And I don't even -- I haven't
16 even had time to look what ESRB stands for.

17 MR. ENGEL: Your Honor, that's the basic rule for
18 PSPS.

19 THE COURT: Yeah, I know it is. I know. But I'm
20 trying to tell you, I'm only one person.

21 MR. ENGEL: Yeah.

22 THE COURT: And it's true. You did file this sometime
23 ago. And if I had nothing else to do, I guess I could have
24 read everything. But that's not the way I prepare, and that's
25 not the way -- and again, you keep saying, well, you'd have to

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1 have your precious time for oral argument. I don't have to
2 give you any oral argument. I can just take this on the papers
3 if I want to.

4 So let's switch gears and talk about something else.
5 You had stated repeatedly that what you would do at trial.
6 Well, what if I said, okay, we're going to have a trial? When
7 would the trial be? And how long do you think you have to put
8 on for a trial?

9 MR. ENGEL: The answer is dependent on whether we can
10 get any reasonable stipulations on use of the related
11 proceedings evidence and a couple of 30(b)(6) witnesses.

12 THE COURT: But what would the trial involve? I mean,
13 would be going -- I take it we'd be going into all the
14 post-petition activities.

15 MR. ENGEL: You'd be going into post-petition
16 activities. Yes, Your Honor.

17 THE COURT: You have to understand. It's just not in
18 my genes, my DNA here, to think about a claims objection as
19 needing a trial for ongoing wrong --

20 MR. ENGEL: Well, we -- but see --

21 THE COURT: -- in the alleged --

22 MR. ENGEL: Your Honor, I'm looking at this as a
23 post-petition claim. You're looking at it as a pre-petition
24 claim.

25 THE COURT: Well, that's the way it was filed.

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1 MR. ENGEL: As a -- yes. But it also said it was a
2 post-petition claim in the pre-petition claim and that that was
3 the backup. All right?

4 THE COURT: But, Mr. Engel, you know this well.
5 You've been around and practiced almost as long as I have. And
6 we know how to draw the line at what is a pre-petition claim
7 and what is a -- either ongoing harm or a post-petition claim.
8 And there was a bar date. You filed the claim by a bar date.
9 The claim -- company objected. Your basic harm is the PSPS has
10 caused you to spend twenty-five grand to build a generator
11 system. And again, I don't question it. I believe you. But
12 it seems to me that's the question for proof of claim purposes.

13 And if PG&E is doing something today ongoing that
14 gives you harm, causes you harm, that's perhaps some other
15 proceeding which hasn't been filed yet. So, I mean, I don't
16 know how you can expect me just to morph this pre-petition
17 claim objection into a sort of a never-ending adversary
18 proceeding. But it seems like it's what you want.

19 Well, let's try it a different way. Suppose I -- we
20 got to that point and I say Engel wins. What would the win
21 look like besides 25,000 dollars with the -- with the --

22 MR. ENGEL: Well, I assume we would settle it at that
23 point for the twenty-five without having to go through PG&E's
24 appeal.

25 THE COURT: No. But I didn't ask you that. What I

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1 asked you, that if you are a winner across the board, what do
2 you get by winning on top of the 25,000 dollars?

3 MR. ENGEL: I guess I would have to prove up
4 additional damages if I were going to.

5 THE COURT: Well, but Mr. Engel, the question is,
6 you're --

7 MR. ENGEL: Here's the issue, Your Honor. And I'm
8 sorry if I'm -- this is complex. And I realize I'm putting a
9 lot of dots on the board and trying to connect them. But every
10 cause of action that I've asserted, and I've asserted different
11 ones, as you know, has its own damage formulate and its own
12 damage claim. Now, the mitigation argument fits in for inverse
13 condemnation and nuisance, but nuisance and inverse
14 condemnation have their own damage calculation which relates to
15 the depreciation of the value of my house.

16 So he's arguing -- PG&E is arguing that I can't have
17 mitigation. And then I -- and that forces me into then saying,
18 well, all right, let's talk about the value of the house.
19 Right?

20 THE COURT: Mr. Engel, I think you're missing my
21 point. I'll go back again. The bankruptcy occurred January
22 29th, 2019. And on that day, you already had a theory of
23 damage, as did Mr. Klein, as did 80,000 other people. And you
24 filed a proof of claim that said PG&E owes me 25,000 dollars
25 because I had to put in a generation system. And if we just

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1 stopped right there, we would have a trial or a hearing on
2 whether you're entitled to anything or all of it, but that's
3 it.

4 But what you've done with these pleadings is you've
5 turned it into sort of a never-ending claim for ongoing damages
6 that you will prove at some point. And I'm saying --

7 MR. ENGEL: Right.

8 THE COURT: -- fine. But where do you expect to prove
9 it? It hasn't even been pled yet as a complaint. And if so --
10 for example, if PG&E had not filed bankruptcy, what would you
11 have done? You would have filed a lawsuit presumably in the
12 Superior Court, right?

13 MR. ENGEL: Yes.

14 THE COURT: And you would have said you owe me for my
15 generator, and you owe me for the loss of value of my house
16 and --

17 MR. ENGEL: Yes.

18 THE COURT: -- for other theories. Okay. So you're
19 entitled to assert that. But if you assert it in this court, I
20 have to figure out what am I supposed to do about it. And I'm
21 not kidding. I don't mean to sound like I can't do my job.
22 I'm saying I don't even -- I can't even define my job at this
23 point on the way you've pled it because, in your own comment,
24 you're talking about it's ongoing. Well, ongoing, I mean,
25 that's my point. If I ruled today that PG&E owes you

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1 everything you're asserting, what would that be? You don't --
2 you can't even quantify it.

3 MR. ENGEL: Well, I can quantify twenty-five of it.

4 THE COURT: Of course. That goes without saying. You
5 can quantify twenty-five of it. You can't -- if I said -- if
6 this were the pre-trial hearing in this nonexistent adversary
7 proceeding called Engel versus PG&E, I'd say, okay, counsel,
8 what are you damages that you're going to prove. And you don't
9 have -- there's no answer at the moment. Value --

10 MR. ENGEL: Well, Your Honor, if I were to spend the
11 money, which I'm prepared to do, if it has to go that way to
12 hire the expert that I would talk to about the home value
13 question for the inverse condemnation and the nuisance and the
14 depreciation on the insurance and et cetera, I can do that.
15 And then I can give you a number.

16 THE COURT: Yeah, but --

17 MR. ENGEL: I haven't spent the money to do that yet.

18 THE COURT: But, Mr. Engel, you haven't done anything
19 except write prolific briefs that say why it's true. But I
20 still can't -- I still don't know what it is. So I'll tell you
21 what. Look, I'm going to put this -- I've got another heavy
22 calendar coming up.

23 MR. ENGEL: Right.

24 THE COURT: I am going to overrule your and Mr.
25 Klein's objections to PG&E's motion to file a leave -- a reply.

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1 It's already filed. And it's brief. I'm going to give Mr.
2 Klein an opportunity, if he wants to, but I don't think he
3 needs to. And Mr. Engel, I will give you an opportunity to
4 file no more than ten pages, and I'm not kidding. I want ten
5 pages of argument. And don't give the same argument that's
6 over and over and over. And don't say at page 9 that you're
7 incorporating by reference fifteen PUC decisions, seven
8 decisions by Judge Alsup.

9 I want no more than ten pages of good old Engel
10 argument as to why PG&E's reply doesn't -- without being
11 repetitive, in other words go back to the traditional rule, a
12 motion was filed, an opposition is filed, and a reply doesn't
13 repeat -- it replies to the (audio interference). So I will
14 give you a ten-page reply -- or if you want to call it a
15 surreply to PG&E's reply.

16 And what I'm going to tell to both of you gentlemen is
17 this. I'm going to invite Mr. Nasab to take up with his client
18 one more time is there an appetite to settle with either or
19 both of these gentlemen, not together. I'm not linking Mr.
20 Engel and Mr. Klein anywhere together except they're in the
21 same boat procedurally. And they both start with a theory of
22 claim that is consistent. But Mr. Klein hasn't developed --
23 seems not to push the arguments. And if he chooses to change
24 his tune, then he's entitled to do that.

25 But I'm going to set a date for oral argument on what

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1 I'll call the Klein claim.

2 And for you, Mr. Engel, I'm going to say that, if
3 the -- I'm going to invite the company and you both to attempt
4 to settle these -- either of these cases. And if anybody
5 settles, you're out. And if you haven't settled, whoever is
6 left, if it's Mr. Klein, I'll just schedule an oral argument
7 like I've got on the calendar this morning for (audio
8 interference).

9 And for you, Mr. Engel, I'll expect no so much
10 scheduling oral argument but scheduling, well, what do you
11 expect me to do procedurally because I'm not going to -- I'm
12 not going to fool myself into saying I should make a decision,
13 up or down, on the Engel 25,000-dollar theory if, in fact, Mr.
14 Engel, if you believe you're going to assert a bunch of other
15 theories which is your right. And I want to repeat, it's your
16 right to do, but you can't do it in this context without
17 getting back into the more traditional way you prosecute a
18 lawsuit. And I'm not kidding. I might very well tell you to
19 file a new adversary proceeding. And --

20 MR. ENGEL: I'm prepared to file an adversary
21 proceeding, Your Honor.

22 THE COURT: Okay. Okay. But I'd like to avoid that
23 for now if we can.

24 MR. ENGEL: Yeah, I understand.

25 THE COURT: So, Mr. Nasab, if you would talk to these

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1 gentlemen about a hearing on about June 30th.

2 I think what I'd rather do is give you a date to
3 report back that the company is willing to attempt a mediation.
4 And then I'll just stay out of it until you do it. I would
5 suggest that perhaps it might -- I'll leave open how -- if
6 there's an appetite for mediation, should it be consistent with
7 the existing mediation program that's in place for PG&E or
8 should it be differently.

9 And again, Mr. Engel and Mr. Klein, PG&E is footing
10 the bill for the mediators in those. And that's a good thing
11 unless you believe the mediators are all corrupt which I do not
12 believe. And if PG&E is willing to mediate and fund the costs
13 of the mediator, then -- again, this is not necessarily one
14 mediation for the two of you. Maybe that would be helpful.
15 That's not for me to decide. But it might be better for me to
16 depart from the established mediation program we have in place
17 for PG&E and say that each side bear their own cost and go pick
18 your own mediator and do it or do it some other way.

19 Again, both of you argue -- Mr. Engel I know. Mr.
20 Klein, I don't know you from before, but I presume you're an
21 experienced lawyer. You certainly act like one. And --

22 MR. KLEIN: Thank you, Your Honor.

23 THE COURT: You're smart enough to know the economics
24 of this probably doesn't justify staggering costs if there's a
25 consensual resolution. But I can't force and I will not force

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1 PG&E to mediate. I'll just let Mr. Nasab take it up with his
2 client and report back either we're going to go to mediation,
3 in which case we're put on hold, or we're not going to go
4 mediation.

5 And if you notify me of that fact, Mr. Nasab, or
6 notify my clerk and the other counsel, I will probably
7 specially set an argument for at least what I'm going to call
8 the Klein objection. And Mr. Engel, if you decide in
9 anticipation of that date whether you want to, in effect,
10 proceed with what I'll call the more traditional adversarial
11 way or you want to just argue much like Mr. Klein's case -- but
12 I'll -- they would be separate arguments. I'm not requiring
13 either of you to join the other. You're welcome to.

14 But my point to you, Mr. Engel, is I got the story. I
15 know the -- I know your theories. And I want you to have an
16 opportunity to develop it in a robust oral argument.

17 So, Mr. Nasab -- so, Mr. Engel, I'll tell you what.
18 Let's do this. Mr. Nasab, you've got to give me a date by
19 which you're either going to commit yes, there will be an
20 attempt to mediate or there's no interest in it. And that'll
21 be the starting date. And if the answer is yes, we'll try to
22 mediate, then I'm going to send you guys off to do it however
23 it is appropriate. And if you say no, we won't, then, Mr.
24 Engel, that'll start let's say ten days for you to file a
25 ten-day -- ten-page reply. I don't want you to file a reply if

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1 you don't need to.

2 MR. ENGEL: Right.

3 THE COURT: So let's assume -- let's see the glass
4 half empty. Let's assume that next week Mr. Nasab says PG&E is
5 not interested in settling with these gentlemen. I'll say,
6 okay, then whatever date that is, you've got ten days to file
7 your ten-page response.

8 MR. ENGEL: Yeah.

9 THE COURT: And I will have my clerk contact all three
10 of you to set any date that'll be (audio interference) to some
11 period of time for oral argument. But I'm not going to -- I'm
12 going to need to take time to prepare myself. Again, Mr.
13 Engel, it's not -- it's not as though I lack the -- well, maybe
14 I do lack the intellectual --

15 MR. ENGEL: Your Honor, I understand. I understand.

16 THE COURT: Yeah. And I also haven't even asked you
17 to provide copies of it. So I went -- I just -- okay. So Mr.
18 Nasab, how much time do you need?

19 MR. NASAB: The only issue, Your Honor, is I know my
20 client is going to be on vacation, although, frankly, somewhat
21 he's responsive. But he's going to be on vacation through the
22 25th. I will try to get you an answer before then. But if we
23 could set it for early the week after that, that would just
24 make sure that --

25 THE COURT: All right.

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1 MR. NASAB: -- I won't be held up by a vacation issue.

2 THE COURT: Well, I mean, all we're talking about is
3 whether to tell me whether he's going to willing to be a -- one
4 second. Let me just look at my calendar. One second. I'm
5 looking at a -- not at my court calendar. I'm looking at
6 something else, just -- I'm having --

7 MR. NASAB: I'll make -- sorry.

8 THE COURT: No, go ahead.

9 MR. NASAB: I was just going to say, whatever date
10 Your Honor thinks is appropriate, I'm sure I can make it work.

11 THE COURT: Well, how about July -- I mean June 30th?
12 That's a little longer. But -- so I want to hear --

13 MR. NASAB: And I'll endeavor to get back to Your
14 Honor before then, but I appreciate it.

15 THE COURT: And what I want you to do -- I mean, I'll
16 tell you what. You can just submit a letter to my clerk or to
17 me to my clerk with copies to these two gentlemen and what your
18 position is. And let's make it simple. If your answer is
19 we're not interested in mediation, then I (audio interference)
20 from there. If the answer is we're going to pursue mediation,
21 then I'll expect you to work with Mr. Klein and Mr. Engel to
22 work it out. Again, they need to decide and you all need to
23 decide whether you want do it.

24 Frankly, if it were I, I'd take advantage of the --
25 let the other side pay for the mediator. And I don't -- I

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1 don't have any personal feeling or fear that the gentlemen and
2 the lawyers who are being recruited to do the mediation (audio
3 interference) objectively and fairly. But it's not my money,
4 and you guys have to decide what you're comfortable with.

5 And so let's be negative, Mr. Engel. If by June 30th
6 Mr. Nasab says no, no mediation, then that starts the ten-day
7 clock running for you to file your reply. And I will then -- I
8 will set it for argument either with Mr. Klein alone or with
9 you at that, so your choice. Okay?

10 MR. ENGEL: Okay.

11 THE COURT: Are we all -- everybody clear? Mr. Klein,
12 are you comfortable with that or clear on that?

13 MR. KLEIN: I'm fine, Your Honor. I'm not clear.
14 Since you're accepting their reply brief, does that mean that,
15 if they do not want to mediate, I would have also the
16 opportunity of briefly replying to their --

17 THE COURT: Yeah, sure. I didn't know that you wanted
18 to because, again, you seem to have identified and focused on
19 the issue narrowly. No, of course. So let's -- once again,
20 the company -- the debtor has already submitted its -- we'll
21 call it its proposed reply. But, I mean, it's in the docket --
22 I mean, the docket. So I'd consider it filed. To use the
23 proper title, I mean, their document number 1071 is ex parte
24 motion for leave to file reply, et cetera. So consider that
25 granted and say that if there is no mediation effort per this

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1 conversation, then ten days after there's a response, a
2 negative response on mediation, both Mr. Engel and Mr. Klein
3 have ten days to file a further brief limited to ten pages.

4 And if there is an attempt to mediate, then we'll put
5 everything on hold. And if mediation is successful, we're
6 done. And if it's unsuccessful, we'll restart that process
7 again if we have to. So this is my way of saying to Mr. Nasab
8 I urge your client to get to the table with these two squeaky
9 wheels. And if you do, there will be no repercussions. And if
10 you settle, then I'll send you all virtual hugs and kisses.
11 And if you don't settle, then we'll kick back in the timing for
12 scheduling either up and down on Mr. Klein alone or Mr. Engel,
13 depending on what he wants to do.

14 But the bottom line is for you, Mr. Engel, you're
15 going to have to -- if it doesn't get mediated either because
16 they don't want to or it's unsuccessful, you're going to have
17 retool your case and somehow frame it --

18 MR. ENGEL: I'm prepared to do that, Your Honor.

19 THE COURT: -- more traditionally. Okay. Are we
20 clear for today?

21 MR. ENGEL: Yes, Your Honor.

22 MR. KLEIN: Thank you very much.

23 THE COURT: Okay. Thank you all for your time.

24 MR. ENGEL: Thank you.

25 MR. KLEIN: Bye-bye.

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1 MR. NASAB: Thank you, Your Honor.

2 THE COURT: All right.

3 (Whereupon these proceedings were concluded)

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I N D E X

RULINGS:	PAGE	LINE
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Motion for leave to file reply is granted.	31	25

C E R T I F I C A T I O N

I, Michael Drake, certify that the foregoing transcript is a true and accurate record of the proceedings.



/s/ MICHAEL DRAKE, CER-513, CET-513

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Date: June 16, 2021

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